

This instrument was prepared by:  
Clayton T. Sweeney, Attorney  
2700 Highway 280 East Suite 160  
Birmingham, AL 35223

STATE OF ALABAMA)

COUNTY OF SHELBY)

1000<sup>00</sup>

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as the 6<sup>th</sup> day of April, 2015 by and between **G. JOSPEH RINDONE and wife, CAROL RINDONE** ("Rindone") and **BIG PINE FISH CLUB, INC.**, an Alabama nonprofit corporation (the "Fish Club"), **STONEGATE FARMS PROPERTY OWNERS' ASSOCIATION**, an Alabama nonprofit corporation (the "Association").

Rindone is the owner of that certain real property (the "Property") situated in Shelby County, Alabama, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Fish Club is the owner of certain real property situated directly adjacent to and contiguous with the Property (the "Fish Club Property") which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

The Association owns and controls that certain private road commonly known as Stonegate Drive ("Private Road") located within the Stonegate Farms residential subdivision (the "Subdivision") as more particularly shown on certain plats of record in the Office of the Judge of Probate of Shelby County, Alabama under Instruments numbered 2001-43470 and 20030318000161600, respectively, and as described in that certain Stonegate Farms Amended and Restated Covenants, Conditions and Restrictions as recorded in Instrument 2001-12016 in the Office of the Judge of Probate of Shelby County, Alabama (the "Declaration").

Stonegate Farms and the Association desire to grant to the Fish Club, perpetual and non-exclusive easement on, over and across certain portions of the Property and the Private Road in order to provide ingress to and egress from the Fish Club Property for the purposes described herein.



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NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Access Easements.**

(a) Subject to the terms and conditions set forth hereinbelow, Rindone does hereby grant to the Fish Club, for the benefit of the Fish Club Property, a permanent, perpetual and non-exclusive easement on, over and across that portion of the Property upon which currently exists a Easement”), being more particularly described by metes and bounds as attached hereto as Exhibit C (the approximate location of which is shown on the drawing made Exhibit C-1 hereto).

(b) Subject to the terms and conditions set forth hereinbelow, the Association does hereby grant, bargain, sell, convey and assign unto the Fish Club, for the benefit of the Fish Club Property, a permanent, perpetual and non-exclusive easement on, over and across the Private Road.

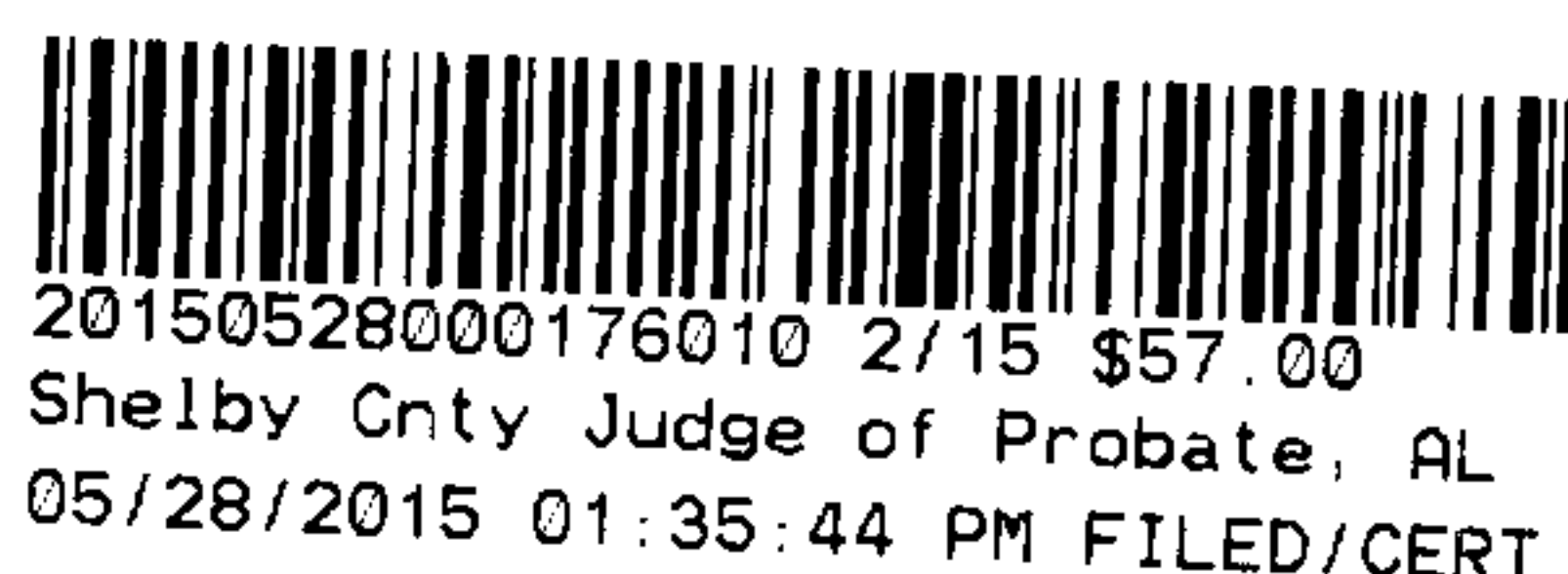
2. **Limitation on Use of Easements.**

(a) The easements established and granted pursuant to this Agreement shall be and are non-exclusive, shall be and are appurtenant to and shall serve the Fish Club Property, shall be and are covenants running with the land and the all be and are binding upon and inure to the benefit of Rindone, the Fish Club, the Association and to the respective successors and assigns of each party.

(b) The easements established and granted herein shall be used solely for the purposes of providing access to the Fish Club Property over the Driveway Easement and the Private Road by the Fish Club Property over the Driveway and the Private Road by the Fish Club Permitted Users, as defined below. The Fish Club does hereby acknowledge and agree that the easements granted hereby are not intended and shall not be used by the membership-at-large of the Fish Club for gaining access and entry to the Fish Club Property.

(c) Further, the easement over the Private Road established and granted herein is and shall be subject to all reasonable rules, regulations and restrictions as place on the use of such Private Road by the Association from time-to-time on all other permitted users thereof.

(d) As used herein, the term “Fish Club Permitted Users” shall mean and refer to the agents, employees and independent contractors of the Fish Club who access





the Fish Club Property for purpose of performing maintenance duties with regards with regards to the lakes located on the Fish Club Property; property, however, that with regards to the easement granted in Section 1(b) hereinabove, members of the Fish Club who are also residents of the Subdivision shall also constitute "Fish Club Permitted Users."

### 3. **Rights Reserved.**

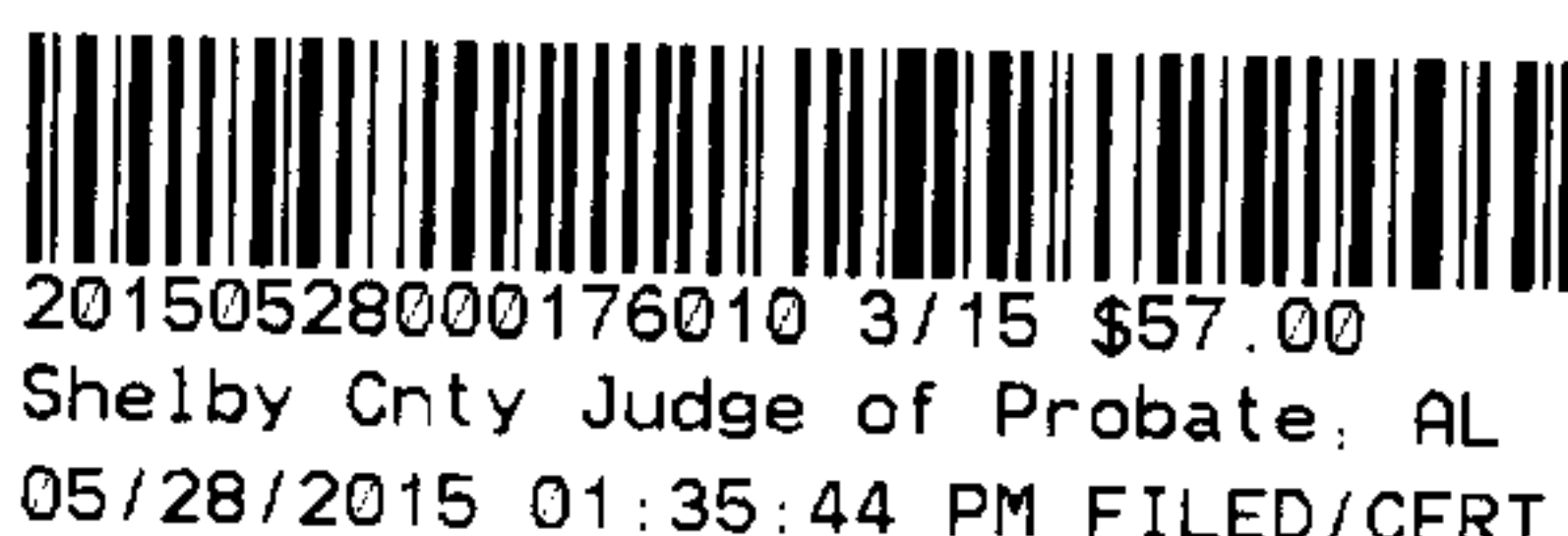
(a) Rindone, for herself and her successors and assigns, hereby reserves the right to move the Driveway Easement to any location within the boundaries of the Property; provided, however, that (i) the new location shall provide access across the Property to the road commonly known as Bumpy Hill Road as more particularly described on Exhibit D attached hereto and (ii) Rindone, her successors and assigns, shall re-construct or replace in the newly located Driveway easement any pavement, gravel or other such laid materials comparable to that which exists on the Driveway Easement immediately prior to its relocation.

(b) For so long as the Private Drive is maintained for use as a roadway within the Subdivision, the Fish Club accepts such easement in the condition as it may be found. As to the Fish Club, the Association shall not be obligated to maintain the easement in any specified manner. Nothing herein shall be interpreted to constitute the Fish Club as a third party beneficiary of the Declaration.

### 4. **Indemnity.**

(a) Each of Rindone, her successors and assigns with respect to the Property, and the Fish Club, its successors and assigns, (each, respectively, herein "Indemnitor") agrees to indemnify, defend and hold the other party (herein "Indemnitee") harmless from and against any and all claims, demands, actions, losses, liabilities, damages and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses and other legal costs suffered, paid or incurred by the Indemnitee arising from the use of the Driveway Easement by such Indemnitor or its respective successors, assigns, members, directors, officers, agents, representatives, employees, independent contractors, invitees or licensees; provided, however, that the foregoing indemnification obligation shall not extend or be applicable to any claims, demands, judgments, liabilities or losses arising out of the grossly negligent or intentional wrongful acts of such Indemnitee.

(b) The Fish Club hereby agrees to indemnify, defend and hold harmless the Association, its officers, directors and members, and the Delcarant (as such





term is defined in the Declaration) harmless from and against any and all claims, demands, actions, losses, liabilities, damages and expenses, including reasonable attorneys' fee and expenses, consultants' fees and expenses and other legal costs suffered, paid or incurred by the Association arising out of or by virtue of any injury or damage to person (including death) or property caused by the use of the Private Road and the easement granted in Section 1(b) above by the Fish Club Permitted Users.

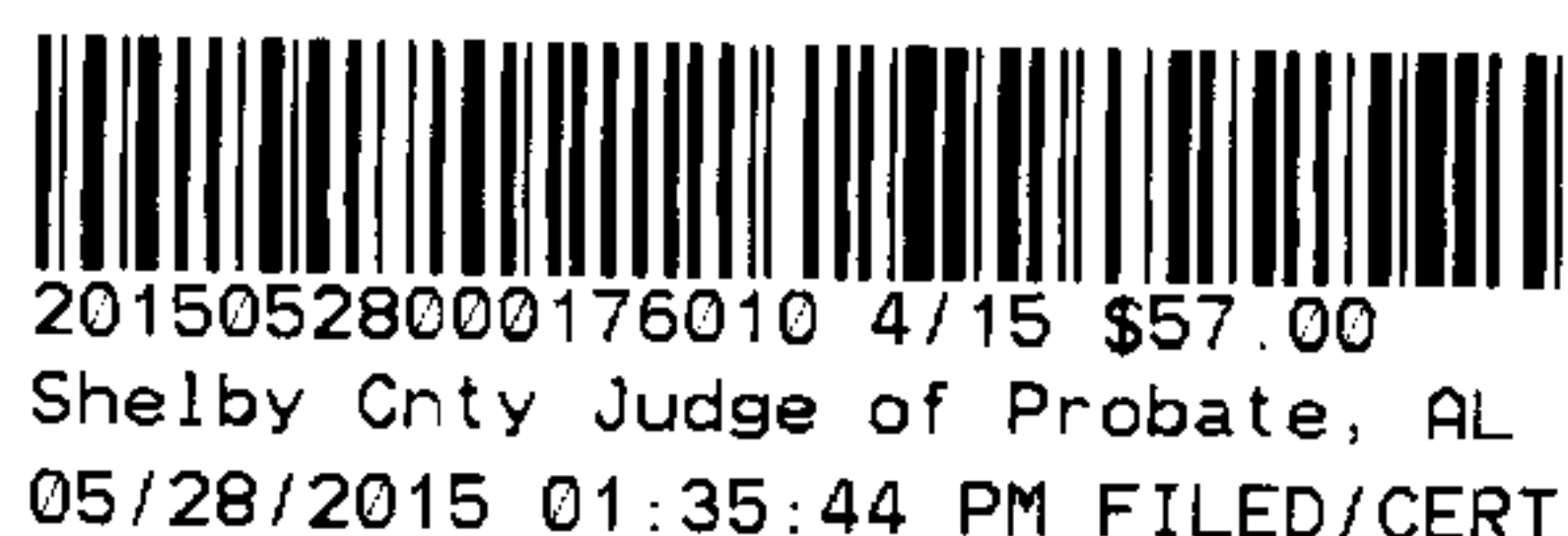
The Fish Club hereby further acknowledges and agrees that the easement granted on, over and across the Private Road is made and accepted upon the covenant and condition that no claim or right of action shall ever accrue to or be asserted by the Fish Club, any Fish Club Permitted User or by the successors, assigns, members, directors, officers, agents, representatives, employees, independent contractors, invitees or licensees of either, for any past, use of the Private Road by any Fish Club Permitted User. The Fish Club, for itself and for each Fish Club Permitted User, does hereby agree that the use of the easement on, over and across the Private Road, shall be at the sole risk of the Fish Club and each Fish Club Permitted User, and each such Fish Club Permitted User agrees to accept the use of the Private drive in whatsoever condition that same may exist from time-to-time. No obligation is placed on the Association hereby to design or maintain the easement on, over and across the Private Drive or any improvements located therein in any certain condition or to repair or maintain the same.

#### 5. Maintenance Obligations.

(a) Except as described in (b) below, the Fish Club covenants and agrees to maintain the Driveway Easement in good condition and repair at all times, including, without limitation, maintaining, repairing and replacing all pavement and improvements now located thereon or as may hereafter be placed thereon by the Fish Club.

(b) In the event that Rindone or any successor owner of the Property ties into the paved driveway located in the Driveway Easement for the purpose of providing ingress and egress to the home now or hereafter located on the Property, then Rindone, her successors or assigns, and the Fish Club shall thereafter share equally in the costs of maintaining, repairing and replacing the pavement and improvements located in the Driveway Easement.

(c) The Fish Club agrees to pay on demand to the Association any cost or expense incurred by the Association resulting from damage to the improvements located within the Private road, including without limitation, pavement, caused by the use of the Private Road by the Fish Club Permitted Users.



6. Limited Access Restrictions/Dedication.

(a) Rindone, the Association and the Fish Club, for themselves and their respective successors and assigns, covenant and agree that no barricade or other divider (including, without limitation, fences, gates or other devices which limit, restrict or impede access) will be constructed or maintained within any portion of the Driveway Easement; provided, however, that any such party and their respective successors and assigns may install one or more gates to limit access to such easement upon condition that proper instruments or hardware be provided to the other party so that in no manner would the intent of the easement granted by Section 1(a) of this Agreement be frustrated.

(b) In the event that the Association desires to dedicate the Private Road as a public right of way, the Fish Club, or its successors or assigns, will cooperate in any manner reasonably requested by the Association or required by the appropriate governmental authority to accomplish such dedication and shall execute any document reasonably required to accomplish the same.


7. TERMINATION AND RELEASE OF PRIOR ACCESS EASEMENT AGREEMENT

**WHEREAS**, on November 4, 2005, **STONEGATE FARMS, LLC**, an Alabama limited liability company ("Stonegate Farms") and **BIG PINE FISHING CLUB, INC.**, an Alabama nonprofit corporation, ("Fish Club"), and **STONEGATE FARMS PROPERTY OWNERS' ASSOCIATION, INC.**, an Alabama nonprofit corporation ("Association"), declared and entered into Access Easement Agreement, as recorded in Instrument No. 20051110000599320, in the Probate Office of Shelby County, Alabama.

**WHEREAS**, RINDONE as successor to Stonegate Farms, along with the Fish Club and the Association have agreed to terminate and release the Access Agreement Easement recorded in Instrument No. 20051110000599320 and relocate and establish a new access easement as hereinabove provided.

**NOW THEREFORE**, RINDONE as successor to Stonegate Farms, along with the Fish Club and the Association do hereby terminate and release the Access Easement Agreement as recorded in Instrument No. 20051110000599320 and the easement declared and imposed thereby, and all terms, conditions and provisions contained therein with respect to the Property are hereby null and void and of no further force or effect.

The recording of this instrument shall simultaneously terminate the prior access easement and establish the new access easement as set forth hereinabove.

  
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8. Miscellaneous

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only upon the written consent of the parties hereto or their respective successors or assigns.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof.


(c) Whenever context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

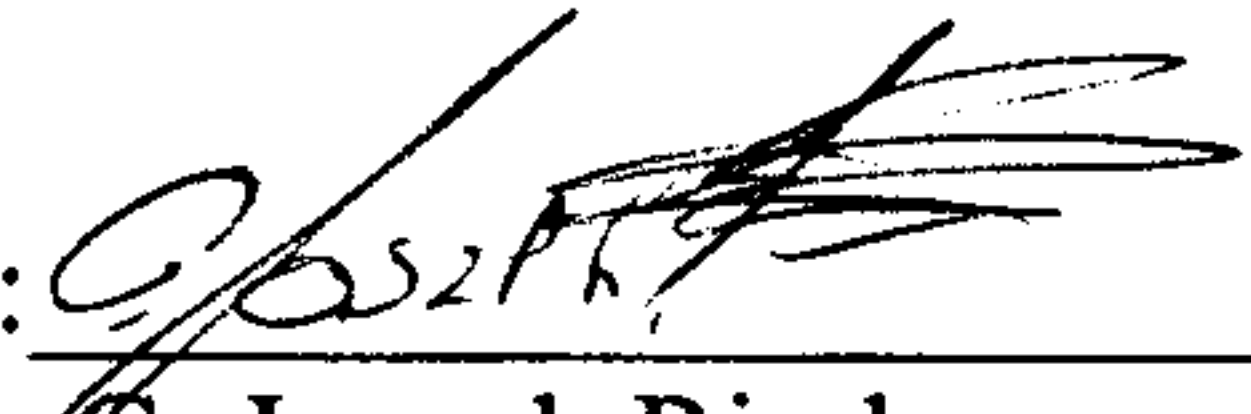
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

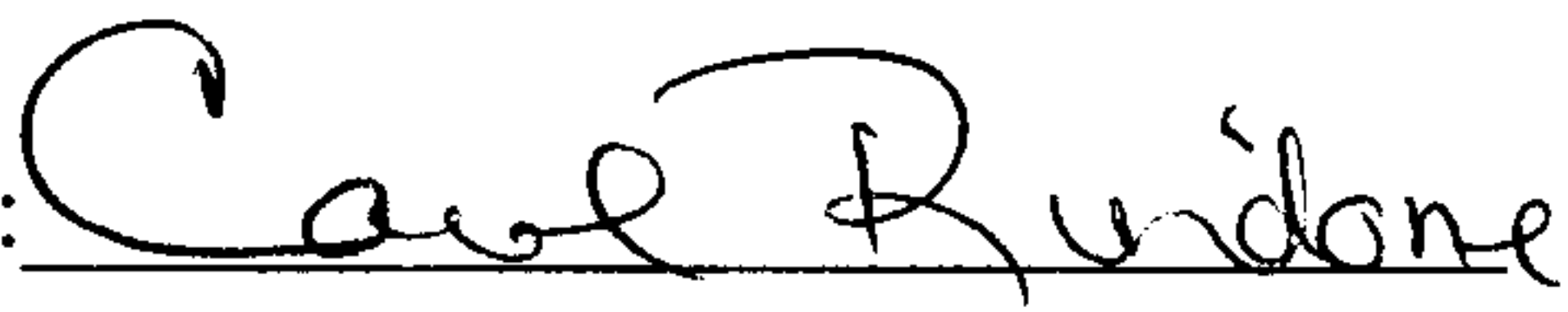
[see signature pages attached hereto]

  
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[signature page to Access Easement Agreement]

RINDONE:

By:   
G. Joseph Rindone

By:   
Carol Rindone

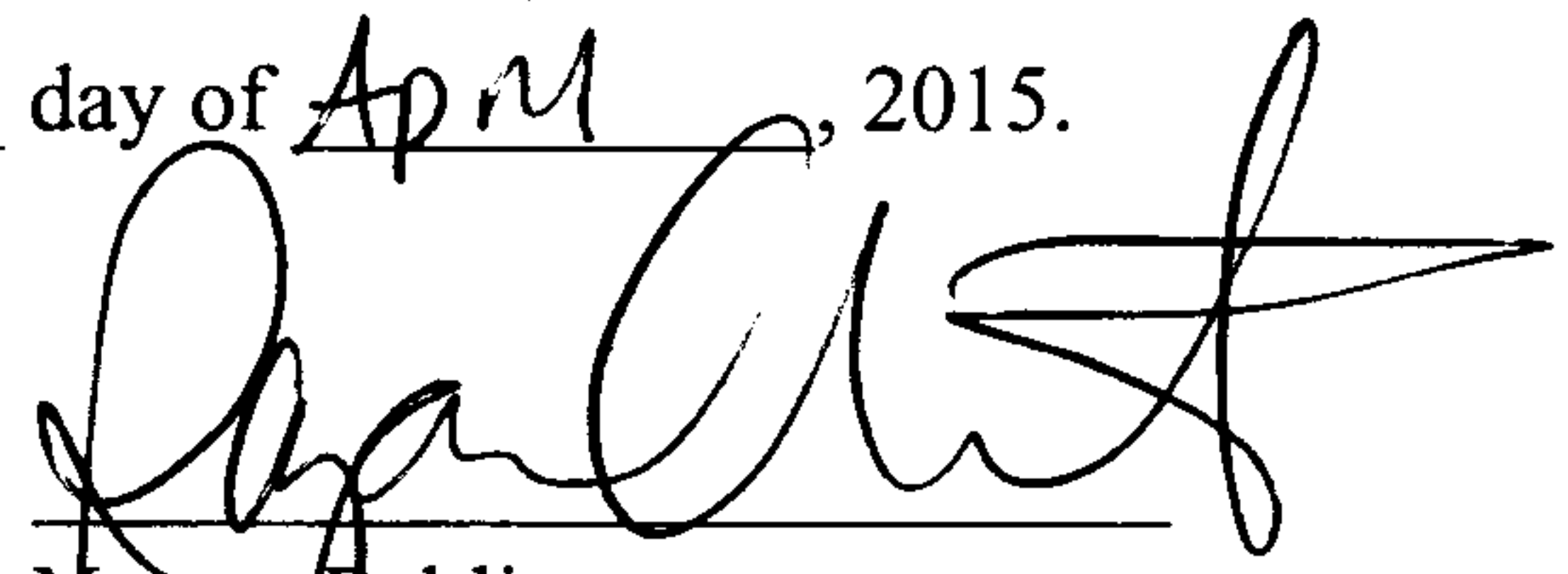
STATE OF ALABAMA)

~~JEFFERSON~~ COUNTY )

*Shelby*

I, the undersigned, a notary public in and for said county in said state, hereby certify that G. Joseph Rindone and wife, Carol Rindone, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily for on the day the same bears date.

Given under my have and official seal this the 10 day of April, 2015.

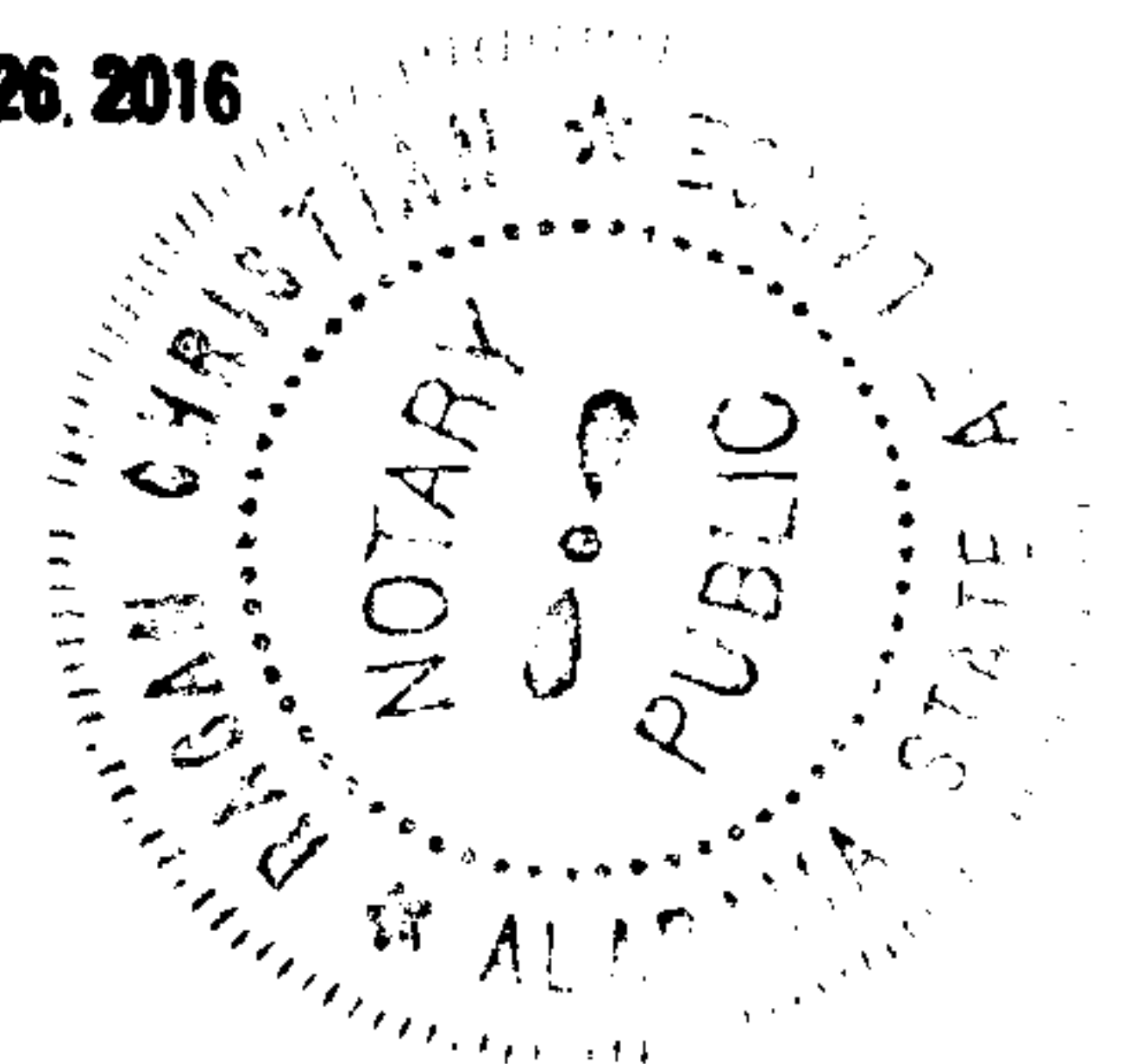
  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JANUARY 26, 2016



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[signature page to Access Easement Agreement]

FISH CLUB:

Big Pine Fishing Club, Inc.  
An Alabama nonprofit corporation

By: JT Wall Jr  
Its: PRESIDENT


STATE OF ALABAMA)  
COUNTY OF JEFFERSON

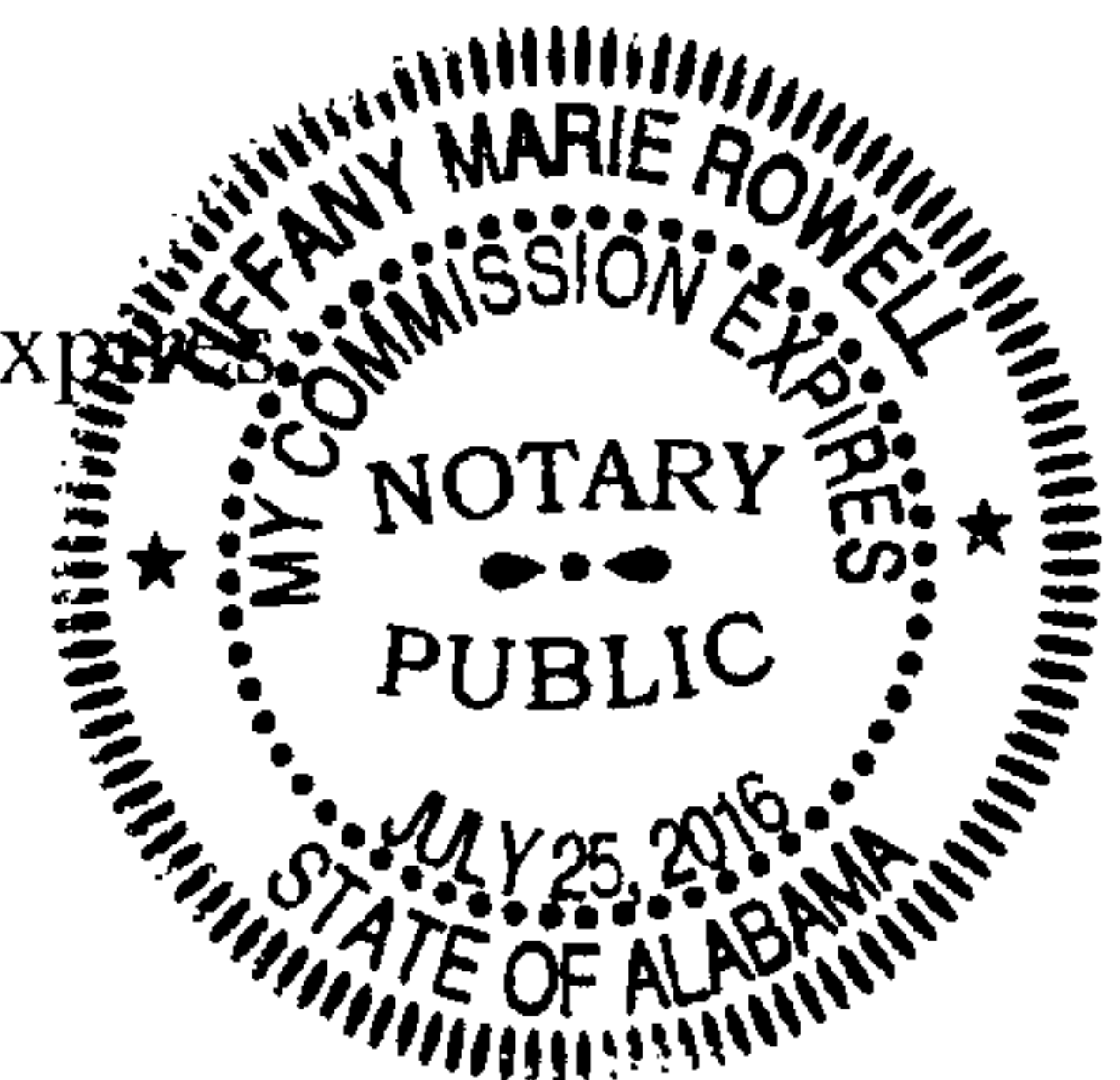
I, the undersigned, a notary public in and for said county in said state, hereby certify that JT WALL JR, whose name as authorized member of Big Pine Fishing Club, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my have and official seal this the 22 day of APRIL, 2015.

Jim Wall  
Notary Public

My Commission Expires

  
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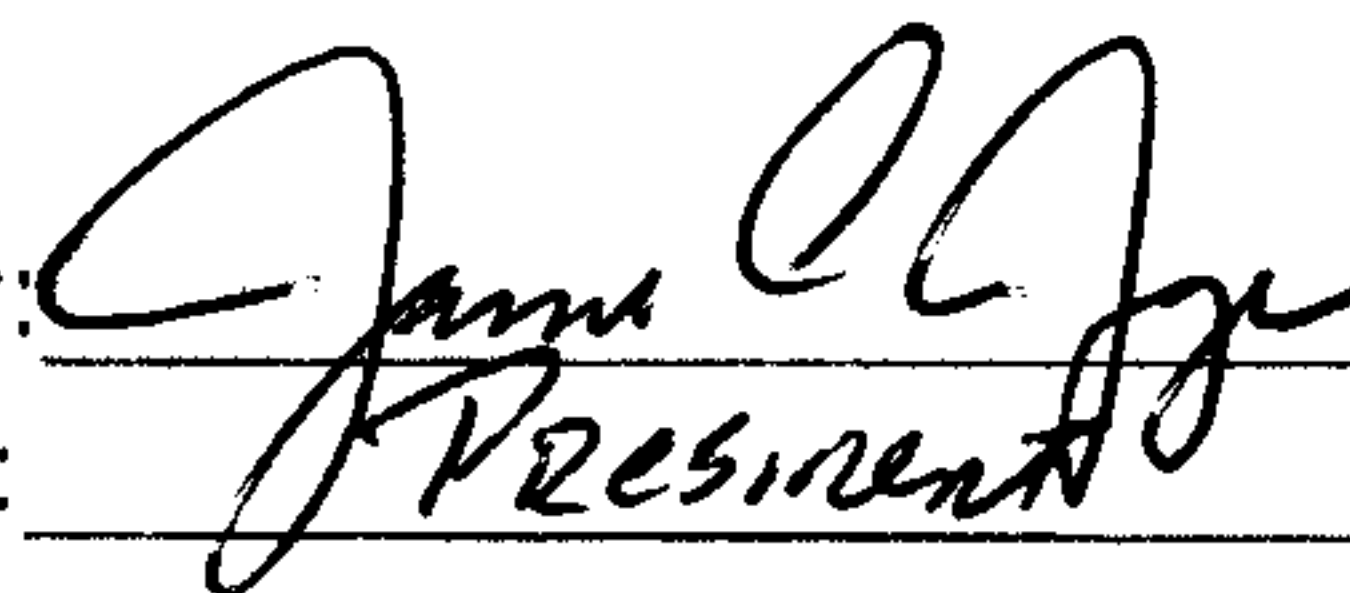




[signature page to Access Easement Agreement]

ASSOCIATION:

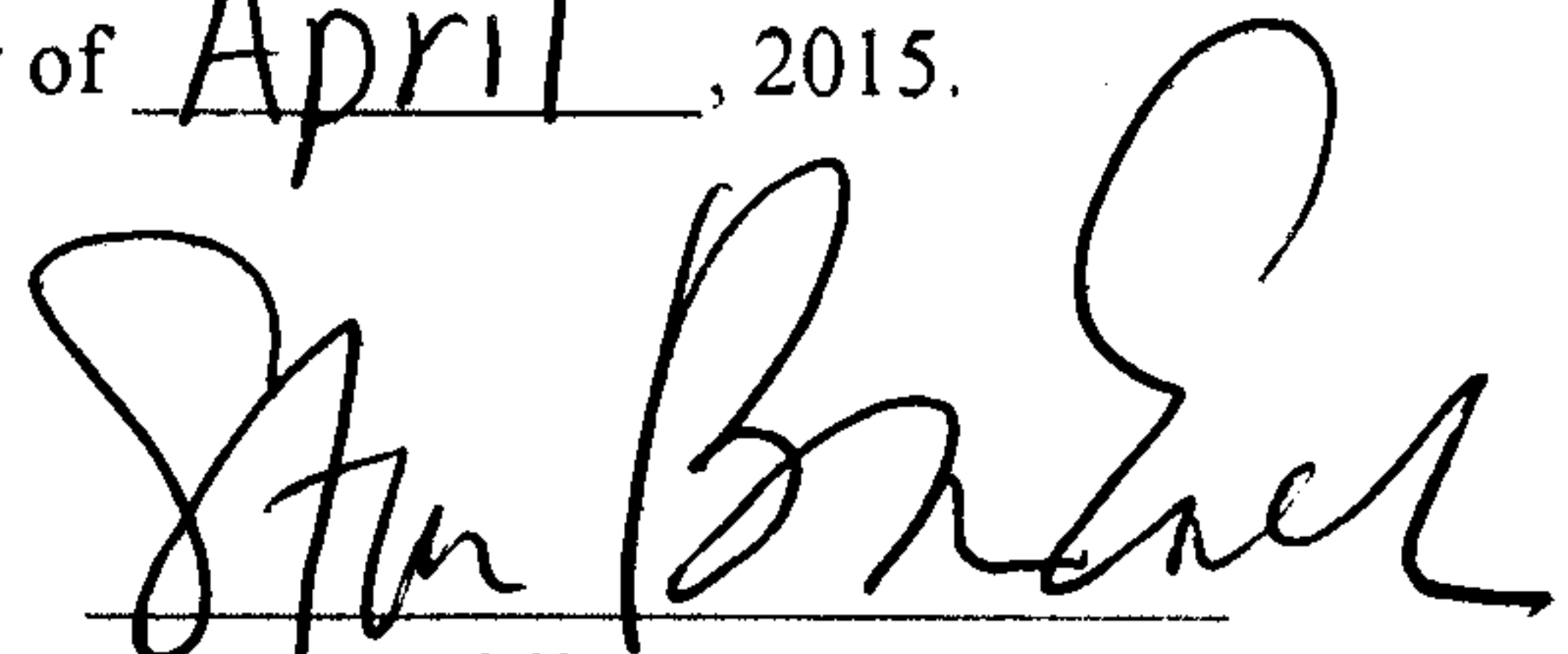
Stonegate Farms Property Owners'  
Association, Inc.  
An Alabama nonprofit corporation

By:   
Its: President


STATE OF ALABAMA)  
COUNTY OF Shelby

I, the undersigned, a notary public in and for said county in said state, hereby certify that James Cooper Jager, whose name as Association president of Stonegate Farms Property Owners' Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 29<sup>th</sup> day of April, 2015.

  
Notary Public

My Commission Expires: 9/25/17

  
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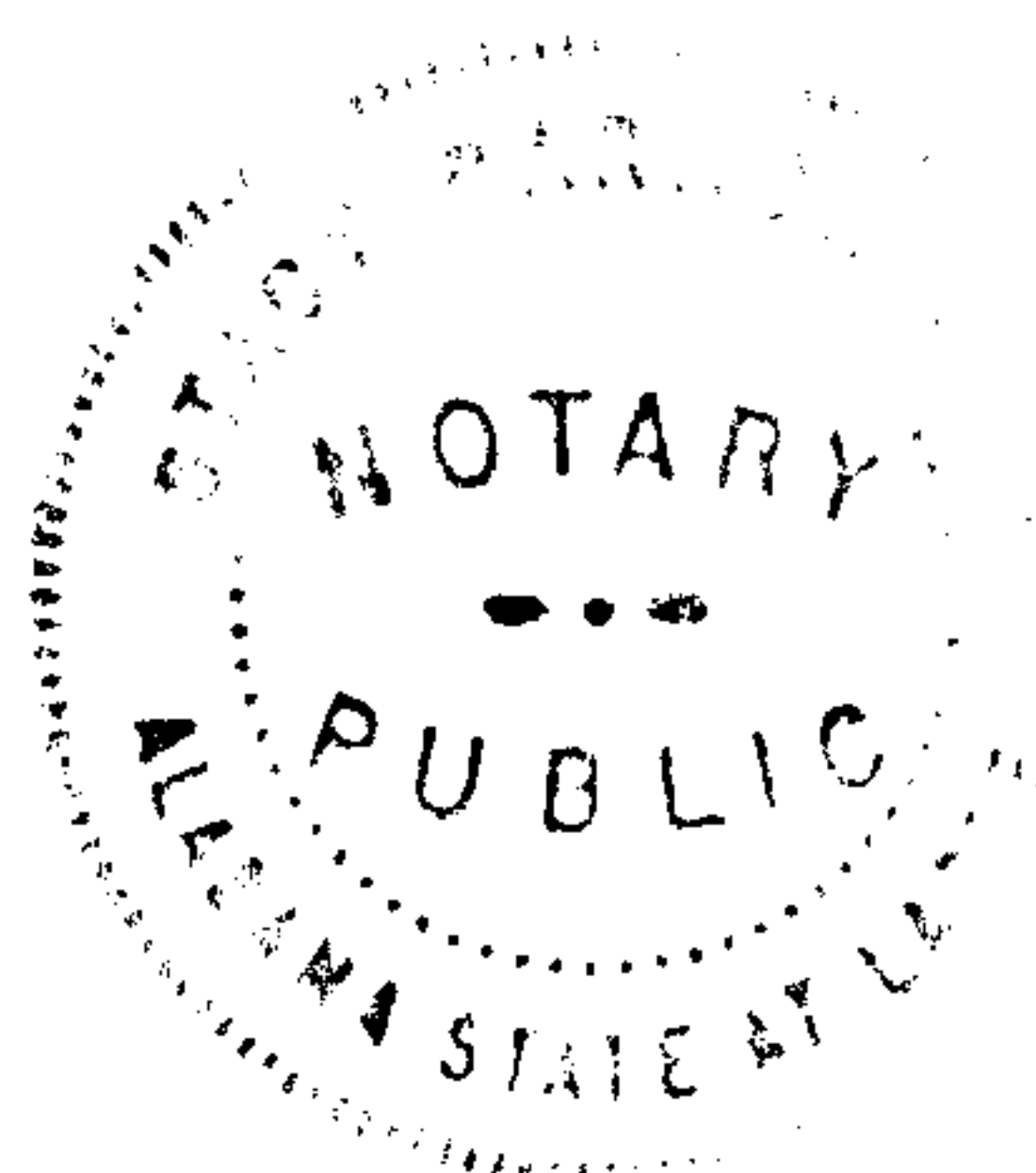
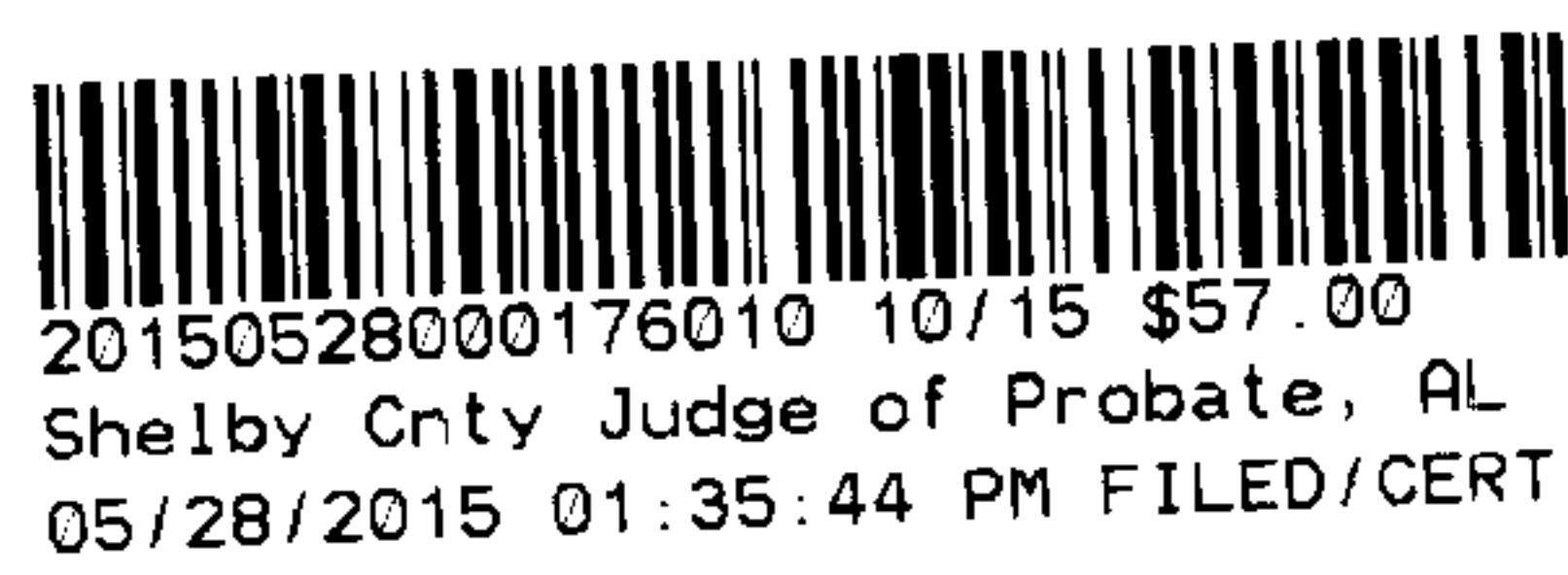


EXHIBIT A  
Legal Description of Property

Lot 44B, according to the Final Plat of Stonegate Realty – Resurvey of Lot 44A,  
as recorded in Map Book 36, Page 75, in the Probate Office of Jefferson County,  
Alabama.

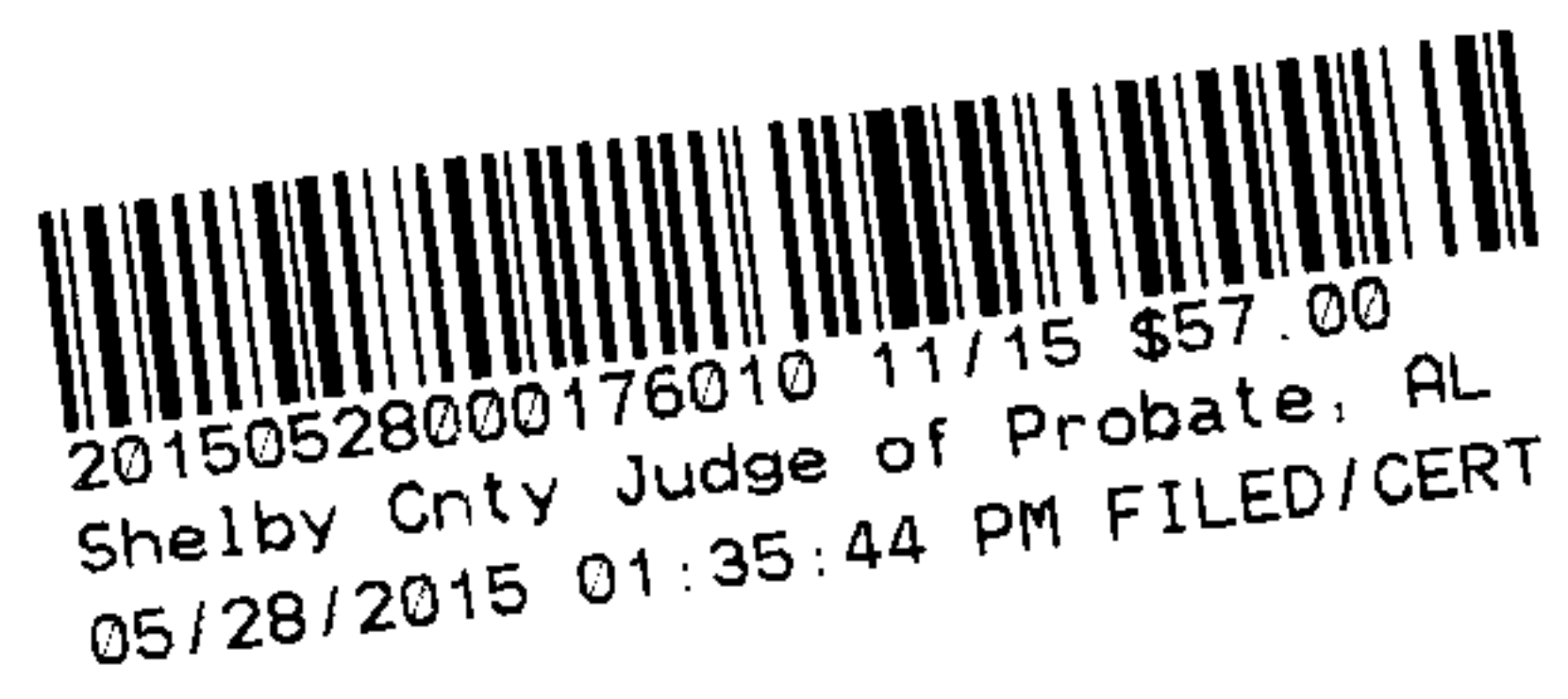




## EXHIBIT B


### Legal Description of Fish Club Property

That certain real property conveyed by S.W. Smyer, Jr. and wife, Ingrid L. Smyer to Big Pine Fish Club by instrument dated May 29, 1963 and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Book 225, Pages 560 -563; the same being modified by that certain Boundary Line Agreement by and between Stonegate Farms, LLC, Stonegate Farms Property Owners' Association, Inc. and Big Pine Fishing Club, Inc. dated as of November, 4, 2005 and recorded in the Office of the Judge of Probate Shelby County at Instrument No. 20051110000589310.



## EXHIBIT C

### Description of Driveway Easement

  
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DESCRIPTION: INGRESS & EGRESS EASEMENT ACROSS LOT 44 B, STONEGATE REALTY RESURVEY OF LOT 44A

TRACT OF LAND SITUATED IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 44 B, ACCORDING TO THE SURVEY OF STONEGATE REALTY RESURVEY OF LOT 44A, AS RECORDED IN MAP BOOK 36, PAGE 75, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 45, ACCORDING TO THE SURVEY OF STONEGATE REALTY – PHASE TWO, AS RECORDED IN MAP BOOK 31, PAGE 28, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 78°37'28" WEST ALONG THE COMMON LINE OF SAID LOT 44 B, AND 45 FOR 40.31 FEET TO A POINT ON LOT 44 B OF SAID SURVEY; THENCE RUN NORTH 47°33'55" EAST FOR 47.37 FEET; THENCE RUN NORTH 24°58'13" EAST FOR 27.77 FEET; THENCE RUN SOUTH 67°53'20" EAST FOR 12.10 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 44 B AND THE NORTHERLY RIGHT-OF-WAY LINE OF STONEGATE DRIVE, AND A CURVE TO THE LEFT WITH A RADIUS OF 330.00 FEET, A CHORD BEARING OF SOUTH 16°53'24" WEST, AND A CHORD LENGTH OF 63.26 FEET; THENCE RUN ALONG SAID ARC, SAID ROAD RIGHT-OF-WAY, AND SAID LOT LINE FOR 63.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1378.98 SQ.FT. OR 0.03 ACRES MORE OR LESS.


  
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EXHIBIT C-1

Location of Driveway Easement



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